

The Historic C.C. McCray City Auditorium

865 Pendleton Street, Waycross, Georgia 31501

Maximum Capacity:

- * Standing - 640 persons
- * Seating - 350 persons
Round tables w/chairs
- * Seating - 600 persons
Chairs only
- * Multiple layouts available

Amenities:

- * Banquet chairs available (350)
- * 60" Round tables available (44)
- * 72" Rectangle tables available (12)
- * Projection System w/12x12 screen
- * Sound System
- * Controllable Lighting Systems
- * Video/Photography Area
- * Concession Stand
- * Wifi Capability
- * Ice Machine
- * 2 Dressing rooms
- * Mini Refrigerator
- * Concrete Pad for outdoor cooking
- * Parking

Full Kitchen:

- * 3 Commercial ovens
- * 1 Stove top
- * 2 Microwaves
- * 1 Refrigerator
- * Warming tables

For more information, visit our website:
www.waycrossga.com/city-auditorium

Or contact the :

Waycross Convention & Visitors Bureau
(912) 287-2969 / (912) 337-6062
psimmons@waycrossga.com



The City Auditorium was originally built in 1937 with the assistance of the Waycross Chapter of the Lions Club and the funds of the WPA projects (Works Progress Administration).

Located on the corner of Pendleton and Oak Streets, this historical building has undergone a complete and major renovation as part of the 2008 SPLOST projects.

The C.C. McCray City Auditorium is a historical building that is now a multi-purpose facility used to host a wide range of events. This venue is ideal for business and social events such as conferences, conventions, meetings, weddings, wedding receptions, parties, dances, reunions and other special gatherings.

We offer competitive rental rates and the auditorium is available for rent 7 days a week.

As you begin to plan your events, please consider the C. C. McCray City Auditorium. The finest venue in South Georgia!



C.C. McCRAY CITY AUDITORIUM CITY OF WAYCROSS FACILITY

Date: _____

Waycross, Ware County, Georgia.

This agreement confirms the following arrangements between the Mayor and City Commission of the City of Waycross:

C.C. McCray City Auditorium Contact:

and the Lessee:

City of Waycross
c/o Community Improvement Department
417 Pendleton Street
Waycross, Georgia 31501
(912) 287-2969

Phone No: _____
E-mail: _____
Main Contact: _____

Event Dates and Times

____ / ____ / ____ Through ____ / ____ / ____

Hours of Use:

Set Up: From _____ a.m./p.m. To _____ a.m. / p.m.

Event: From _____ a.m./p.m. To _____ a.m. / p.m.

Clean Up: From _____ a.m./p.m. To _____ a.m. / p.m.

Space Commitment & Rental Charges _____

Alcohol: Will there be alcohol served during this event? _____ Yes _____ No

Police Department Acknowledgement of Event: _____

Rental rates: are per event and per day/evening rental only. Facility rental totals including mandatory cleaning fees are:

____ Sunday - Wednesday (Daily Fee) - \$850.00

____ Thursday - Saturday (Daily Fee) - \$950.00



**C.C. McCRAY CITY AUDITORIUM
CITY OF WAYCROSS FACILITY**

- A refundable deposit of \$250.00 (for events without alcohol) / \$500 (for events with alcohol) is required upon application to the City for an event. The deposit will be returned upon satisfactory inspection by City staff after completion of the event within two weeks. The rental deposit is not part of the rental fee.
- The deposit may be refunded either in full or in part minus any expenses for damages, losses, cleaning expenses, moving and re-arranging charges of owner's furniture and accessories, special contractor charges, extraordinary maintenance or repairs, security charges deemed necessary or caused by the Lessee and/or Lessee's caterer, agents, employees or any of the invitees of Lessee, or any person or persons attending a function sponsored by Lessee, to building, grounds, furniture, carpet and any equipment. The City of Waycross will provide detailed charges against the deposit. Any charges in excess of the deposit will be billed to Lessee. All excess damages are to be paid within five (5) days from the date of the statement. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.
- All applicants must provide a government issued photo identification at time of application.
- A fee of \$35.00 will be assessed to the Lessee for a returned check.
- Full amount is due at date of this agreement, if agreement is less than 30 days of scheduled date of event. Insufficient funds will result in the cancellation of an event.
- Balance of _____ within 30 days of statement receipt or at settlement of ticketed events.
- Accessibility for the day prior to event is offered at full price. The date is not guaranteed unless rental fee is paid in advance. If facility is still open the week of the scheduled event, the Lessee may have access to the facility with a rental fee of half the daily price. All correspondence regarding rental prior to event will be made according to contact information provided here on this lease. This will be the responsibility of the Lessee to remain in contact with the Lessor regarding the availability of the prior date.
- This Agreement is good if received, signed, executed by both parties and delivered with the deposit by 4:00 p.m. on _____.
- The Lessee's sole purpose in renting the space is _____

- All sums payable by the Lessee to the C.C. McCray City Auditorium will be paid in lawful money, certified check or other manner deemed adequate by the City of Waycross' Director of Finance.
- Lessee must be 25 years of age or older to rent the C.C. McCray City Auditorium.
- Admission Fee? Yes _____ No _____ Amount \$_____ Proceeds For: _____



C.C. McCRAY CITY AUDITORIUM CITY OF WAYCROSS FACILITY

Will alcoholic beverages, beer or wine be **SERVED** / **SOLD**? Yes _____ No _____

- If alcoholic beverages, beer or wine are **SOLD**, the Lessee has to be licensed with the State and City and must provide a copy of State and City License before they are granted permission to sell alcoholic beverages, beer or wine at event location. To obtain the state license, see the City Clerk for a One Day Permit application. **This must be done by you at least a month before your event.** All required licenses and permits must be provided to the City one week in advance of scheduled event.

If alcoholic beverages, beer or wine are **SERVED** (not sold), bartenders must have a Servers Permit issued by the Waycross Police Department and Lessee must have approval letter from City Manager. Proof of permit shall be provided to Community Improvement Department one week in advance of scheduled event.

Ticketed events serving alcoholic beverages, beer or wine (cash bar, open bar or donations) require that Lessee must provide a State and City License. To obtain the state license, see the City Clerk for a One Day Permit application. **This must be done by you at least a month before your event.** All required licenses and permits must be provided to the City one week in advance of scheduled event.

- **Lessee understands that there will be no gambling or commercial gambling on the premises of the C.C. McCray City Auditorium. If Lessee is a non-profit, tax-exempt organization, will Lessee be operating or planning to operate a BINGO game or a RAFFLE at the Event?**
Yes _____ No _____

- If Lessee is a non-profit, tax-exempt organization and is planning to operate a BINGO game at the Event, then Lessee must be granted a license by the Director of the Georgia Bureau of Investigation. See O.C.G.A. § 16-12-50 et seq.
- If Lessee is a non-profit, tax-exempt organization and planning to operate a RAFFLE at the Event, then Lessee must be granted a license by the Sheriff of Ware County. See O.C.G.A. § 16-12-22.1.
- All licenses to operate BINGO games or RAFFLES must be provided to the City and to the Chief of Police at least ten (10) days in advance of the scheduled event or there will be no BINGO games or RAFFLES at the Event; and in such case, Lessee will not be refunded any rental fees.

- Name of Caterer: _____
- Caterer Address: _____
- Business License No.: _____ Phone No.: _____
- Music? Yes _____ No _____ Music Played from _____ a.m. / p.m. to _____ a.m. / p.m.
- DJ? Yes _____ No _____ Live Music? Yes _____ No _____
- Name or Band or DJ: _____
- Band or DJ Address: _____
- Business License: _____ Phone No.: _____



C.C. McCray City Auditorium CITY OF WAYCROSS FACILITY

The C.C. McCray City Auditorium hereby agrees:

1. To furnish general lighting from permanent fixtures, outlets, and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building, and provide one daily cleaning of all public spaces and between show cleanups as possible for events with more than one daily performance. Room changeovers and extensive janitorial duties carry a charge.
2. To put forth every good faith effort in timely notification of any renovations or expansions that may affect Lessee's use of space.
3. To retain the right to use of lease portions of the facility not bound by this agreement.
4. To retain all advertising space on the premises and all receipts therefrom will go to the C.C. McCray City Auditorium.
5. To reserve all rights and privileges for outgoing radio and television broadcasts originating from the facility during the terms of this agreement.

The Lessee hereby agrees:

1. To use and occupy the C.C. McCray City Auditorium in a safe and careful manner and comply with all laws, rules, regulations and ordinances of the City of Waycross, Georgia, and any state, county, or governmental authority controlling the C.C. McCray City Auditorium.
2. To maintain the C.C. McCray City Auditorium in the condition existing at the beginning of the event or repair any damage to the premises, beyond normal wear and tear for which the Lessee, its attendees or its contracted outside agents are responsible.
3. To NOT obstruct, in any way, ingress or egress.
4. To NOT bring any electricity producing devices, flammable or inflammable liquid, gas or solid on the premises without the prior written approval of the City Manager or his/her designate.
5. To NOT bring any fog machine, fog generator, smoke machine, or any device that produces and emits a dense vapor that is, or appears similar to, fog or smoke.
6. To assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporate in the event and to indemnify, save, hold harmless and indemnify the C.C. McCray City Auditorium, the C.C. McCray City Auditorium staff, and the Mayor and City Commission of the City of Waycross, and its employees and officers, against any and all suits, losses, damages, and expenses incurred or sustained.



**C.C. McCray City Auditorium
City of Waycross Facility**

7. To NOT assign any portion of this agreement to any other party.
8. To NOT allow collections or donations, whether for charity or otherwise without prior written approval of the City Manager.
9. The C.C. McCray City Auditorium is in no way responsible for any Lessee property. Any items left by the Lessee will become the property of the C.C. McCray Auditorium and will be disposed of at the discretion of the City Manager or his/her designee.
10. All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the Lessee, Contracted Caterer, Bartender or responsible party. The facility, including the grounds, must be left in an orderly condition. Failure to complete any of these tasks will result in a partial or complete loss of deposit. The City of Waycross staff person on duty will perform a walk-through of the premises prior to dismissing the caterer.
11. Lessee is responsible for supplying all tablecloths, napkins, dishes, utensils and coffee/tea beverage service. No utensils or linens will be provided by the City of Waycross.
12. Mops, brooms and the cleaning supplies are available for use. If food is served, Lessee may utilize kitchen facility, sink, oven and refrigerator. Lessee shall clean the kitchen, supplying its own dishtowels and cleaning supplies for dishes, silverware, etc. No grease of any sort shall be placed in or washed down the drains in the sinks in the kitchen or restrooms. Damage to pipes and/or plumbing will result in automatic forfeiture of deposit and Lessee will be charged for damages, cleaning expenses, special contractor charges, maintenance or repairs, as deemed necessary by the City of Waycross.
13. The C.C. McCray City Auditorium and its officers, representatives, agents, and employees engaged in the operation and maintenance of the C.C. McCray City Auditorium reserve the right to enter and have free access to said premises at any time and all times.
14. Should the Lessee cancel within 10 days of the event covered under this agreement, no deposit refund will be made and the full rental fee guarantee as called for in this Agreement will be payable by the Lessee to the C.C. McCray City Auditorium as liquidated damages and not a penalty, and the Lessee agrees to also pay any reimbursable expenses incurred by Lessor in connection with the event covered by this agreement.
15. All events that require uniformed security will be provided by the Waycross Police Department. Rates and number of required security personnel will be determined by the Chief of Police or his/her designee.
16. To provide the C.C. McCray City Auditorium a full and detailed outline of Lessee's requirements for the facilities to be used, including but not limited to all stage, sound, lighting, chair or table set-ups and other information as the event requires by the C.C. McCray City Auditorium concerning the event not less than 5 business days prior to the event.



**C.C. McCRAY CITY AUDITORIUM
CITY OF WAYCROSS FACILITY**

17. All items and merchandise associated with the Lessee will be brought into or taken out of the building only at such entrances as may be designated by the C.C. McCray City Auditorium.
18. Agrees to present full advance information as to the nature and content of any advertising relating to the Lessee's use of the C.C. McCray City Auditorium.
19. The sale, dispensing or distribution of alcohol is prohibited without an Alcohol License. Proof of license is required prior to event scheduled.
20. No "brown bagging" of alcohol shall be allowed.
21. The Lessee will have no right of termination for the sole purpose of holding the event at another facility or in another city.
22. No sporting events shall take place at or within the C.C. McCray City Auditorium without prior written approval of the Waycross City Commission.

The C.C. McCray Auditorium and Lessee hereby agrees:

1. Any charges, additions or stipulations to the contract will not be binding to the other party until such additions, clauses, or stipulations have been approved in writing and signed by both parties.
2. The City reserves the rights to terminate the agreement between the City and Lessee.
3. The City reserves the right to enter the facility before, during and after the completion of the scheduled event.
4. The performance of this agreement for either party is governed by the laws of Georgia and is subject to acts of God, war, government regulations, disaster, fire, strikes or threats of strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the abilities of the parties, making it inadvisable, illegal or impossible to hold the meeting or provide the facility.



**C.C. McCRAY CITY AUDITORIUM
CITY OF WAYCROSS FACILITY**

IN WITNESS WHEREOF, the parties have executed this agreement or caused it to be executed by their representative(s) duly authorized as the date and year first mentioned above in this agreement.

THE MAYOR AND CITY COMMISSION OF THE CITY OF WAYCROSS, GEORGIA

By: _____
Signature of Lessee

By: _____
Community Improvement (or designee)

Date Signed: _____

Date Signed: _____

I have received a copy of the City Auditorium Ordinance and understand my rights and responsibilities under the code.

By: _____
Signature of Lessee

Date Signed: _____

OFFICE USE ONLY:

Event Date: _____/_____/_____

Main Contact: _____

Purpose in Rental: _____

☐ ***No Alcohol***

☐ ***Alcohol***

☐ ***Bingo or Raffle***

☐ Police Chief _____

☐ Public Works _____

☐ Fire Department _____

☐ City Engineer _____

☐ **APPROVED**

☐ **DENIED**

City Manager

Date Signed



**C.C. McCray City Auditorium
City of Waycross Facility**

OCCUPANCY LOAD

1. The Lessee is responsible for verifying the maximum expected capacity for their event.

Estimated attendance (per day): _____

2. Please see maximum capacity limits per standard setup templates: (Capacity limits include all persons)
 - All Standing – Maximum capacity 640 persons
 - All tables and chairs – 350 persons
 - All chairs – 600 persons
3. Under no circumstances are the maximum capacities to be exceeded. Any variations of the seating, table and/or chair arrangements must be approved by Fire Chief or Fire Marshal.
4. Lessee will be held responsible for maintain occupancy limits and must stipulate how they will monitor such (i.e. counters, wristbands, ticket sales, etc.)
5. Occupancy limits in excess of those approved could result in the immediate closure of the event and the forfeiture of any and all deposits and payments made to the City of Waycross.

By: _____
Signature of Lessee

Date Signed: _____



**C.C. McCRAY CITY AUDITORIUM
CITY OF WAYCROSS FACILITY**

INDEMNIFICATION AGREEMENT

FOR VALUE RECEIVED, including the right to hold a public function on property belonging to the City of Waycross, Georgia, the undersigned jointly and severally agree to indemnify and hold harmless the City of Waycross, Georgia and its successors and assigns from any claim, action, liability, loss damage or suit, arising from the following:

In the event of any asserted claim, the City of Waycross shall provide the undersigned written notice of same, and thereafter the undersigned shall at its own expense defend, protect and hold harmless the City of Waycross, Georgia against the asserted claim or any loss or liability there under.

If the undersigned shall fail to so defend and/or indemnify and hold harmless, then in such circumstance, the City shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree(s) to pay all reasonable attorney fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and/or personal representatives.

This _____ day of _____, 20 _____.

Signature of Lessee

Witness

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT RELATING TO CORONA VIRUS/COVID-19 AND GENERAL RELEASE
RELATING TO RENTAL AND USE OF THE C.C. MCCRAY CITY AUDITORIUM.**

_____(your name) executes this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO THE CORONA VIRUS/ COVID-19 (“ COVID-19 RELEASE “) AND GENERAL RELEASE RELATING TO RENTAL AND USE OF THE C.C. MCCRAY CITY AUDITORIUM (“ GENERAL RELEASE”), in consideration of the **City of Waycross** entering into a Rental Contract with _____(your name) for the rental of the auditorium.

In executing this COVID-19 RELEASE and GENERAL RELEASE, the undersigned acknowledges, understands, represents and covenants as follows:

1. I am executing this COVID-19 RELEASE and GENERAL RELEASE:
 - a. in my individual capacity
2. The corona virus/ COVID-19, has been declared a world pandemic, is EXTREMELY CONTAGIOUS, and is believed to spread primarily through person-to-person contact.
3. I have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the Georgia State Department of Health, the Executive Orders of the Governor of Georgia and the Ware County Department of Health, for decreasing the risk of the corona virus/COVID 19 transmission, including the wearing of masks, hand washing and social distancing (together, the “Guidelines “). I recognize that the Guidelines change frequently and are subject to modifications and revisions. I understand the increased risk to Attendees and other persons attending the Function or otherwise present in, on or about the C.C. McCray City Auditorium of contracting the novel corona virus/ COVID-19.
4. I accept responsibility for requiring all Attendees and other persons attending the Function or otherwise present in, on, or about the auditorium for any reason to follow the Guidelines at all times prior to, during, and following the Function, while on City property.
5. I represent that I have the complete and unrestricted legal capacity and authority to execute this COVID-19 Release and General Release **INDIVIDUALLY** and to bind and obligate **MYSELF** to each of the terms hereof.
6. I acknowledge and agree that there are certain risks associated with sponsoring and holding the Function at the C.C. McCray City Auditorium, including but not limited to the following risks: (a) exposure to or contraction of the corona virus/COVID-19 by the Attendees or other persons present at the Function or in, on or about the auditorium for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) of City employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function in, on or about the auditorium for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the Attendees or other persons present at the Function or in or about the auditorium for any reason ,which is caused by or results from exposure to or contraction of the corona virus/COVID-19 and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to Attendees or other persons present at the Function or in, on or about the auditorium for any reason which is unrelated to the corona virus/COVID-19 (including risks which are caused by or result from the intentional or negligent acts or omissions to act (whether active or passive) of City employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function or in, on or about the auditorium for any reason).
7. Notwithstanding my acknowledgement and understanding of the above-described risks, I desire to rent and occupy the auditorium for the purpose of holding the Function and, in consideration thereof: (a) I voluntarily and willingly assume sole and complete responsibility for the above-described risks and any other risks which may be encountered by any Attendee or other person present at the Function or in, on or about the auditorium for any reason: and (b) I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify the City of Waycross, the City of Waycross Board of Commissioners the City of Waycross, Georgia(“City”) and each of their respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a “ Releasee/Indemnatee “ and together the “ Releasees/Indemnitees”) from or in connection with any property damage, personal injury, disability, death or loss of any kind or nature which any Attendee or other person present at the Function or in, on or about the auditorium for any reason may suffer directly or indirectly from either : (1) such attendees or other person’s exposure to or contraction of the novel corona virus/COVID-19 or any related illness in connection with such attendee or other person’s presence at the Function or in, on or about the auditorium (notwithstanding such exposure or contraction being associated with or routinely from the failure by any Releasee to observe or enforce social distancing requirements or any other Guideline; or (2) such attendees or other person’s presence at the Function or in, on or about the auditorium unrelated to exposure to or contraction of the corona virus/COVID-19 (whether or not such loss is caused by the result of the intentional or negligent act or omission of any Releasee).
8. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS COVID-19 RELEASE AND GENERAL RELEASE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS COVID-19 RELEASE AND GENERAL RELEASE HAVE BEEN MADE. I AM AWARE THAT IN EXECUTING THIS COVID-19 RELEASE AND GENERAL RELEASE I AM FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE CITY OF WAYCROSS WHETHER CAUSED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND OTHER LOSS OF EVERY KIND AND NATURE WHICH RELATES DIRECTLY TO EXPOSURE TO OR CONTRACTION OF THE CORONA VIRUS/ COVID 19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE AUDITORIUM OR OTHERWISE CAUSED. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE AND GENERAL RELEASE IS A PROMISE BY ME NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS

I have read and understand the terms and provisions of this Release and Waiver of Liability, Assumption of Risk and Indemnity Relating To Corona Virus/COVID-19 and General Release Relating to Rental and Use of the Auditorium and agree that Entity is bound in all respects by the terms hereof.

By: _____ (Printed Name) Date: _____
 _____ (Signature)